

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER) (Rev. 7/07) FMS		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 11	
1. REQUEST NO. N00104-14-R-L003	2. DATE ISSUED 11 AUG 2015	3. REQUISITION/PURCHASE REQUEST NO. N0010414PR26386	4.CERT.FOR NAT.DEF. UNDER BDSA REG.2 AND/OR DMS REG. 1		RATING DO-A3	
5a. ISSUED BY NAVSUP Weapon Systems Support-Mechanicsburg 5450 Carlisle Pike P O Box 202 Mechanicsburg PA 17055-0788			6. DELIVER BY (Date) ASAP			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
NAME Amanda Lynn Long NAVSUP WSS-M CODE N714.7		TELEPHONE NUMBER AREA CODE 717 NUMBER 605-5907		9. DESTINATION		
8. TO:				a. NAME OF CONSIGNEE		
a. NAME		b. COMPANY		b. STREET ADDRESS		
c. STREET ADDRESS				c. CITY		
d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 21 JUN 2013		IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	PERFORM EVALUATION AND REPAIR SERVICES AS REQUIRED: NSN: 4310-01-054-3301 COMPRESSOR, CENTERIFU P/N 582780-1-1 SHIP TO: PTW004		3	EA		
12. DISCOUNT FOR PROMPT PAYMENT		a.10 CALENDAR DAYS (%)	b.20 CALENDAR DAYS (%)	c.30 CALENDAR DAYS (%)	d. CALENDAR DAY NUMBE R PRECENTAGE	
NOTE: Additional provisions and representations are are not attached.						
13. NAME AND ADDRESS OF QUOTER a. NAME OF QUOTER				14.SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15.DATE OF QUOTATION
b. STREET ADDRESS				16.SIGNER a. NAME (Type or print)		b. TELEPHONE
c. COUNTY						AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER	

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Previous edition not usable

STANDARD FORM 18 (REV. 6-95)

Prescribed by GSA-FAR (48 CFR) 53.215-a(a)

This request covers **FOREIGN MILITARY SALES (FMS)** priority requisition and requires the earliest possible delivery.

PRESERVATION, PACKAGING, PACKING: STANDARD COMMERCIAL PACKAGING FOR OVERSEAS SHIPMENT.

INSPECTION/ACCEPTANCE: (X) Contractor's plant
() Destination

NUMBER OF DESTINATIONS: See Request for Quotation, Std Form 18.

ACCEPTANCE PERIOD: 60 Days from date of offer.

INFORMATION TO BE FURNISHED BY OFFEROR:

Company is: () small () manufacturer () minority business enterprise () 8(a) enterprise
() large () dealer () woman owned enterprise

Delivery _____ days
(offeror insert)

In the event the item price is quantity sensitive or set-up costs are substantial, alternate quotations are solicited:

Unit Price

Quantity requested (see Std Form 18)

Quantities _____ through

Quantities _____ through

To assist the Contracting Officer in analyzing each proposed price in order to determine the fairness and reasonableness of that proposed price, it is requested you provide with your quotation the appropriate information listed:

A. Catalog Price

YES NO

1. Is the item a standard commercial product sold in substantial quantities to the general public? (If yes, please furnish a **copy of the price sheet** with your quotation).

() ()

2. Is the item, while not the exact catalog item, sufficiently similar so as to be compared with the catalog item? (If yes, **please provide a copy of catalog price** and briefly explain the difference)

() ()

B. Contractor's Pricing System

(In development of the current price, were the following generally accepted estimating procedures utilized?)

1. Were cost estimates reviewed and approved by responsible company official(s)?
2. Were specific procedures used in estimating direct/indirect costs?
3. Were the source data used in development of cost elements current, accurate and complete?
4. Were recently audited and approved rates and/or forward pricing rates negotiated and approved by the Administrative Contracting Officer utilized?

() ()

() ()

() ()

() ()

NAVSUPWSSEA05 INSPECTION AND ACCEPTANCE (JUNE 2006)**(x) 1. Inspection of supplies.**

Shall be performed at the contractor location shown on Page One by the Contract Administration Office (CAO) also shown on Page One unless otherwise specified below:

- ☐ Manufacturing Site at ☐ by the Manufacturing Site CAO ☐
- ☐ Subcontractor's Sites at ☐ by the Subcontractor Site CAO ☐.
- ☐ Packaging Site at ☐ by the Packaging Site CAO ☐.

(x) 2. Final acceptance of supplies and packaging will be performed at the contractor's location on page 1 unless otherwise specified below.

- ☐ Manufacturing Site at ☐ by the Manufacturing Site CAO ☐.
- ☐ Subcontractor's Site at ☐ by the Subcontractor Site CAO ☐.
- ☐ Packaging Site at ☐ by the Packaging Site CAO ☐.
- ☐ Destination.

☐ 3. Inspection and acceptance will be performed by the consignee at destination.**4. Transportation Assistance.**

For transportation assistance for contracts issued by NAVSUPWSS Mechanicsburg and administered by DCMA, contact the local DCMA transportation office. For transportation assistance for contracts issued by NAVSUPWSS Mechanicsburg and administered by NAVSUPWSS Mechanicsburg, contact the following:

If FOB Origin: Contact NOLSC, STS office at (757) 443-5449
 If FOB Destination: Contact NOLSC, ACA office at (757) 443-5434.

For transportation assistance for contracts issued by NAVSUPWSS Philadelphia, contact NAVSUPWSS-P code 0344.03 at (215) 697-2715.

5252.225-9406 VERIFICATION OF "SHIP TO" AND/OR "NOTICE OF AVAILABILITY" ADDRESS (JAN 1992)

The contractor shall submit a request in duplicate to the Transportation Office of the cognizant Contract Administration Office for verification of the "Ship to" address. If the offer/release instructions require a "Notice of Availability" the contractor shall also request verification of the address to which notification will be made (the 'IAC3' address). Such requests shall be submitted at least ten (10) days in advance of (i) date "Notice of Availability" is to be submitted; or (ii) actual shipping date, if shipment is to be released automatically.

52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)**52.233-3 PROTEST AFTER AWARD (AUG 1996)****52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITION (OTHER THAN COMMERCIAL ITEMS) (OCT 2009)**

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses (GSA website): <http://www.gsa.gov/far>

DFARS Clauses (DPAP website):

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

FAR & DFARS (Hill AFB website): <http://farsite.hill.af.mil/VFFARa.htm>

52.219-28 Post-Award Small Business Program Re-representation (APR 2009)

(a) Definitions. As used in this clause—

“Long-term contract” means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application (ORCA) and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor’s current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code _____ assigned to contract number _____.
[Contractor to sign and date and insert authorized signer's name and title].

252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)

252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991)

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) The foreign military sales commitments are for:

(Insert name of country, (Insert applicable CLIN)
or To Be Determined)

() **ALTERNATE I (DEC 1991)** As prescribed in 217.208-70(a)(1), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) On the date the option is exercised, the Government shall identify the foreign country for the purpose of negotiating any equitable adjustment attributable to foreign military sales. Failure to agree on an equitable adjustment shall be treated as a dispute under the Disputes clause of this contract.

252.225-7037 EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS (JUNE 2005)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is () (insert NAICS code).

(2) The small business size standard is () (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() (i) Paragraph (d) applies

() (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(V) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitation for bids except those in which the place of performance is specified by the Government

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)

- (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- (iii) 52.219-22, Small Disadvantaged Business Status.
 - (A) Basic.
 - (B) Alternate I.
- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.
- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).
- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- (ix) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APRIL 2008)

Any contract awarded as a result of this solicitation will be () DX rated order, () DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I CERTIFY THAT THE REQUEST IS MADE IN GOOD FAITH, AND THAT THE SUPPORTING DATA ARE ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation; and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required

(d) The certification requirement in paragraph (b) of this clause does not apply to ---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

5252.213-9401 NOTICE TO PROSPECTIVE SUPPLIERS (APR 2003)

NAVSUPWSSLA19 CONSIGNMENT INSTRUCTIONS (MAY 2002)

LEGEND

CL: CARLOAD

LCL: LESS THAN CARLOAD

T: TRUCK

TL: TRUCKLOAD

LTL: LESS THAN TRUCKLOAD

E: EXPRESS

FF: FREIGHT FORWARDER

PP: PARCEL POST

Consignment Addresses are readily available electronically at <https://www.daas.dla.mil/daasing/dodaac.asp?cu=d>
Enter your specific DoDAAC Code i.e. N63126, then select "Scan Query."

Three addresses will appear:

TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

TAC2=Shipping Address should always be used.

If it is missing for whatever reason, use TAC1=Mailing Address

For Mobile Units and Ships, call the Naval Transportation Support Center (NAVTRANS) Fleet Locator at:
Commercial 757-443-5434 DSN 646-5434

For NAVSUPWSS Mechanicsburg buys only, consignment instructions for stations not listed herein may be obtained from the cognizant buyer. For NAVSUPWSS-Mechanicsburg call: 717-605-(5907)

NAVSUPWSSLA03 HAZARDOUS MATERIAL (JAN 1999) (NAVSUP)

(a) Hazardous materials as used in this clause means any material defined as hazardous within the applicable modal regulations governing packaging, handling storage and transportation (including revisions adopted during the term of this contract). Such definitions include the following:

Class/Division Definition

- 1 Explosives
 - 2.1 Flammable Gas
 - 2.2 Non-Flammable, Non-poisonous Compressed Gas
 - 2.3 Gas Poisonous by Inhalation
- 3 Flammable Liquid (flash point not more than 141 degrees F)
 - 4.1 Flammable Solid
 - 4.2 Spontaneously Combustible Material
 - 4.3 Dangerous When Wet Material
- 5.1 Oxidizer
- 5.2 Organic Peroxides
- 6.1 Poisonous Material
- 6.2 Infectious Substance
- 7 Radioactive Material
- 8 Corrosive Material
- 9 Miscellaneous Hazardous Material
- None Otherwise Regulated Material (ORM-D)

(b) Preservation, packaging and packing of hazardous materials shipped hereunder shall be in accordance with the requirements of Department of Transportation Code of Federal Regulation, Title 49, Part 100 - 199, as applicable. In the event of any discrepancy between the contract and Title 49, Title 49 shall govern, unless another modal regulation is applicable (See paragraphs (e), (f) and (g) below.

(c) Marking and labeling shall be in accordance with MIL-STD-129 and Title 49, as applicable. In the event of any contradiction between the two documents, Title 49 shall govern.

(d) Transportation shall be in accordance with Title 49; however, hazardous material shipped via the U.S. Postal Service shall be shipped in accordance U.S. Postal Service Publication.

(e) Hazardous materials intended for shipment via water transportation shall be packaged, packed, marked and labeled in accordance with the International Maritime Organization International Maritime Dangerous Goods (IMDG) Code.

(f) Hazardous materials intended for shipment, via commercial air, shall be packaged, packed, marked, labeled, and certified in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods By Air or the International Air Transport Association (IATA) Dangerous Goods Regulations.

(g) Hazardous materials intended for shipment, via military aircraft, shall be packaged, packed, marked, labeled, and certified in accordance with joint manual AFJMAN 24- 204/NAVSUPPUB 505/TM 38-250/MCO P4030.19G/DLA14145.3 (Preparing Hazardous Materials For Military Air Shipments).

(h) If the hazardous material required to be shipped under this contract is a non-regulated limited quantity as defined by applicable modal regulations, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073.

(i) In addition to the above, packaging (container and containment components) designs shall pass all applicable packaging performance tests in accordance with Title 49, the ICAO/IATA and IMDG, as applicable. Compressed gases are excluded from these tests. Each packaging of acceptable design shall bear certification markings outlined in Title 49. All certificates and test reports indicating test compliance shall be available for inspection by authorized government representatives.

(j) A test report and special packaging instruction shall be submitted in accordance with DD Form 1423, Contract Data Requirements List, referencing Data Item Descriptions (DIDs) DI- PACK-81059 (Performance Oriented Packaging Test Report) and DI-PACK-80121 (Special Packaging Instruction). When these DIDs are referenced, only packaging materials controlled by Military or Federal Specifications may be used, unless superseded by commercial standards, which have been adopted for government use.

(k) A Material Safety Data Sheet, prepared in accordance with FED-STD-313, and a copy of the Hazard Warning Labels shall be forwarded to the applicable contracting activity.

52.214-7 -- Late Submissions, Modifications, and Withdrawals of Bids.

As prescribed in [14.201-6\(c\)\(3\)](#), insert the following provision:

Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)

(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be

withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.